

**Remarks**

Claims 1-25 are pending in the application.

Claims 1-25 have been rejected under 35 USC § 103(a) as being unpatentable over Nicol (US Patent No. 6,757,367) in view of Fayad et al. (US Patent No. 6,757,250).

It must be noted that Pereira, which is not included in this rejection, is referred to on page 4, first paragraph and the third paragraph, of the office action. Further, there is an asterisk next to the third paragraph, but no explanation or other annotation is given.

Applicants are not sure whether Pereira was supposed to be included in the rejection above, or whether this text is left over from a previous office action. In light of the amendments to the claims, Pereira is not relevant to the invention as claimed.

Nicol shows a network having a data relay function in which the relay is assumed to be unreliable and provides error correction by retransmitting packets to ensure reliability. The rate synchronization in Nicol is performed by having each end negotiate their rates and then the rate negotiator selecting the lowest of the data rates, if the rates are different. See Nicol at col. 30, lines 39-63. Nicol negotiates the rates between the modems because the modems could be one of many standards, as discussed at col. 31, lines 12-17. V.42bis is mentioned as a possible standard, but only in the context of having to negotiate between modems of different standards.

Fayad also has to negotiate a transmission rate because of the different rates possible, as discussed at col. 8, line 54 through col. 9, line 2.

In contrast, the invention as claimed in claims 1, 7, 14, 17, and 21-25, the V.42bis entities in the modems are synchronized and do not have to perform rate negotiations. See the specification, page 8, lines 14-34, for support of these amendments.

It is therefore submitted that claims 1, 7, 14, 17 and 21-25 are patentably distinguishable over the prior art and allowance of these claims is requested.

Claims 2-6 depend from claim 1 and inherently contain all of the limitations of the base claim. The prior art does not teach the limitations of the base claim, as discussed above, much less the further embodiments of the dependent claims. It is therefore submitted that claims 2-6 are patentably distinguishable over the prior art and allowance of these claims is requested.

Claims 8-13 depend from claim 7 and inherently contain all of the limitations of the base claim. The prior art does not teach the limitations of the base claim, as discussed above, much less the further embodiments of the dependent claims. It is therefore submitted that claims 8-13 are patentably distinguishable over the prior art and allowance of these claims is requested.

Claims 15-16 depend from claim 14 and inherently contain all of the limitations of the base claim. The prior art does not teach the limitations of the base claim, as discussed above, much less the further embodiments of the dependent claims. It is therefore submitted that claims 15-16 are patentably distinguishable over the prior art and allowance of these claims is requested.

Claims 18-20 depend from claim 17 and inherently contain all of the limitations of the base claim. The prior art does not teach the limitations of the base claim, as discussed above, much less the further embodiments of the dependent claims. It is therefore submitted that claims 18-20 are patentably distinguishable over the prior art and allowance of these claims is requested.

The prior art made of record and not relied upon has been reviewed and is not considered pertinent to applicant's disclosure.

No new matter has been added by this amendment. Allowance of all claims is requested. The Examiner is encouraged to telephone the undersigned at (503) 222-3613 if it appears that an interview would be helpful in advancing the case.

Customer No. 20575

Respectfully submitted,

MARGER JOHNSON & McCOLLOM, P.C.

Julie L. Reed  
Julie L. Reed  
Reg. No. 35,349

MARGER JOHNSON & McCOLLOM, P.C.  
210 SW Morrison St., Suite 400  
Portland, OR 97204  
503-222-3613